

This Instrument Prepared by and Return to:
Charles W. McKinnon, Esq.
McKinnon & Hamilton, PLLC
3055 Cardinal Drive, Suite 302
Vero Beach, FL 32963
Courthouse Box #79

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JEFFREY R SMITH, CLERK OF COURT
INDIAN RIVER COUNTY FL
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**CERTIFICATE OF AMENDMENTS TO
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR
SEA COLONY AT VERO BEACH**

THE UNDERSIGNED, being the President and Secretary of **Sea Colony at Vero Beach Community Association, Inc.**, hereby certify that at a duly called meeting of the Members of the Association, held on the 26th day of January, 2023, in accordance with the requirements of Florida law, and of the Declaration of Protective Covenants and Restrictions for Sea Colony at Vero Beach, as originally recorded in Official Record Book 1393, Beginning at Page 164, Public Records of Indian River County, Florida, not less than three-quarters (3/4) of the Members of the Association affirmatively voted to amend the Declaration as hereinafter set out.

I. Article 1.37 of the above referenced Declaration will be deleted in its entirety.

II. Article 1.46 of above referenced Declaration will be amended to read as follows:

1.46 "Use Terms" mean those terms promulgated by the Board as part of the Corporation Rules which establish, without limitation, the rules and regulations applicable to Owners, which may include reasonable fees charged for the lease or use of Corporation facilities, hours and manner of operation of Corporation facilities, and requirements as to dress and decorum while using Corporate facilities.

III. Article 2.2.2.4 of above referenced Declaration will be amended to read as follows:

2.2.2.4. Recreation Areas. Portions of the Community used for recreation purposes, which may include without limitation a beach club, fitness center, clubhouse, pool, tennis court area, or park, shall be part of the Corporation Property and shall be used for recreational purposes by the Corporation and Owners and their family members, guests, invitees and lessees, except to the extent portions of the Recreation Areas are within a specific Neighborhood and maintained solely for the use of Owners within that Neighborhood. The portions, if any, of the Recreation Areas upon which the Developer constructed, improvements shall be kept and maintained for use in a manner consistent with the nature of such improvements located thereon. The Corporation and Associations shall be entitled to use a room or rooms in a building in a Recreation Area as office space for Corporation and Association business, respectively. Subject to the foregoing, all remaining portions of Recreation Areas shall always be kept and maintained by the Corporation,

or by a specific Neighborhood Association, if the Recreation Area is within and solely for the use of a specific Neighborhood, for recreational uses or beautification and attendant uses and shall be used for such purposes and not for residential, commercial or industrial construction of any kind.

IV. Article 2.2.4 of above referenced Declaration will be amended to read as follows:

2.2.4. Private Use. For the term of this Master Declaration, the Corporation Property is not for the use and enjoyment of the public, but is expressly reserved for the private use and enjoyment of Developer, the Corporation, Neighborhood Associations, Members, Owners, their family members, guests, invitees, and lessees, but only in accordance with this Master Declaration.

V. Article 2.2.4.2 of above referenced Declaration will be amended to read as follows:

2.2.4.2. The right is hereby reserved to the Corporation to lease, or assign licenses to use all or such portions of the Corporation Property, including portions of Recreation Areas, or facilities now or hereafter constructed thereon ("Leased Property") as the Corporation shall from time to time determine to: (i) lessees ("Operators") who shall operate the Leased Property for the purposes herein established and as may be established in any applicable Supplement and the Community Documents; or (ii) Members for their use. Accordingly, individual rooms or other facilities contained in buildings now or hereafter constructed on any portion of the Corporation Property, the various facilities or improvements now or hereafter located on a portion of the Corporation Property may be reserved, or licensed for the exclusive use of the party or parties reserving or licensing same and their guests if the Corporation permits and then only on such terms and conditions as the Corporation deems appropriate as established by the Corporation Rules, except that only Members are eligible to reserve, or obtain a license to use such Corporation Property. The Board shall determine the Use Terms by which such uses, or licenses are made available to the Members, the duration of such Use Terms, and conditions that are associated with the Use Terms. The interest conveyed by the Use Terms shall not be transferable by a Member and, upon the expiration of a term established in any Use Term, the interest conveyed shall revert to the Corporation.

VI. Article 3.2.1 of above referenced Declaration will be amended to read as follows:

3.2.1. The walks, streets and other rights-of-way located upon the Corporation Property now or hereinafter located within the Community shall be, and the same are hereby declared to be, subject to a perpetual, non-exclusive easement for ingress and egress and access to, over and across the same to public ways, including dedicated streets, which easement is hereby created in favor of all Owners in the Community now or hereafter existing, for the use of Owners, and for the use of their family members, guests, invitees or lessees for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association have executed this Certificate of Amendments to the Declaration of Protective Covenants and Restrictions, this 21 day of February, 2023.

**SEA COLONY AT VERO BEACH
COMMUNITY ASSOCIATION, INC.**

By: [Signature]
President
Print Name: MICHAEL PEREZ

(CORPORATE SEAL)

ATTEST:

By: [Signature]
Secretary
Print Name: Mark Scott

STATE OF FLORIDA)
) ss.
COUNTY OF INDIAN RIVER)

I HEREBY CERTIFY that before me, a Notary Public, personally appeared, in physical presence, Michael Perez and mark scott, respectively the President and Secretary of Sea Colony at Vero Beach Community Association, Inc., who ☐ have produced _____ as identification or who ☒ are personally known to me to be the persons described in the foregoing instrument and who have acknowledged before me that they executed the same for the purposes therein set forth for and on behalf of said corporation.

WITNESS my hand and official seal in the state and county last aforesaid this 21 day of February, 2023.

[Signature]
Name: Julie Barrett Gerber
Notary Public, State of Florida
(Affix Seal)

